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15758-B

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
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SUITE 200  
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

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FAX (202) 393-2156

OF COUNSEL  
URBAN A. LESTER

JUL 14 1995 PM

July 12, 1995

Mr. Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three(3) copies of a Release and Termination of Security Interest, dated July 11, 1995, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Security Agreement duly filed with the Commission under Recordation Number 15758.

The name and address of the party to the enclosed document are:

Secured Party: Pitney Bowes Credit Corporation  
201 Merritt Seven  
Norwalk, Connecticut 06856-5151

A description of the railroad equipment covered by the enclosed document is attached as Schedule 1 to the Release.

RECEIVED  
OFFICE OF THE  
SECRETARY  
JUL 12 3 17 PM '95  
LICENSING BRANCH

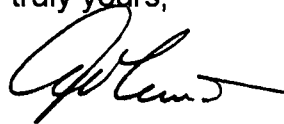
Countertop -  
Qth.

Mr. Vernon A. Williams  
July 12, 1995  
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return two stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg  
Enclosures

RECORD 15758-B

JUL 14 1995 3:20 PM

**RELEASE AND TERMINATION  
OF SECURITY INTEREST**

WHEREAS, ACF Industries, Incorporated (the "Debtor") and Equitable Lomas Leasing Corporation ("Equitable") entered into a certain Promissory Note dated July 28, 1988 for the benefit of Equitable in the original principal amount of Ten Million Forty Five Thousand Seven Hundred Seventy Five Dollars and no cents (\$10,045,775.00) (the "Note") and a certain Security Agreement dated as of July 27, 1988 (the "Security Agreement") pursuant to which the Debtor granted, pledged and assigned to Equitable a security interest to all of its rights, title and interest in and to certain railroad cars, related leases and related lease proceeds, as security for the Note and to secure a certain loan made to the Debtor under the Term Loan Agreement dated as of July 27, 1988 between the Debtor and Equitable;

WHEREAS, the Security Agreement was recorded with the Interstate Commerce Commission ("ICC") on July 28, 1988, Recordation No. 15758, and with the Registrar General of Canada (the "Registrar");

WHEREAS, on November 13, 1989, Equitable filed a Certificate of Amendment to its Certificate of Incorporation to effect a name change to ELLCO Leasing Corporation and such change was recorded with the Secretary of the State of Delaware, a copy of such amendment is attached hereto as Exhibit A;

WHEREAS, ELLCO Leasing Corporation ("ELLCO") and Pitney Bowes Credit Corporation (the "Secured Party") executed that certain Sale and Assignment Agreement dated as of December 26, 1989 (the "Assignment Agreement"), pursuant to which ELLCO transferred all of its rights under the Security Agreement to the Security Party, a copy of which is attached hereto as Exhibit B;

WHEREAS, the Assignment Agreement was recorded with the ICC on December 28, 1989, Recordation No. 15758-A and with the Registrar;

WHEREAS, the Debtor has requested the Secured Party to release the security interest in all of the railcars and related leases subject to the lien created by the Security Agreement, and the Secured Party has agreed to such release in consideration of the Secured Party's receipt from the Debtor of payment in full of the outstanding indebtedness due under the Note plus accrued and unpaid interest thereon in the aggregate amount of Four Million Eight Hundred Fifty Thousand Five Hundred Twenty Seven Dollars and thirty seven cents (4,850,527.37) (the "Outstanding Indebtedness");

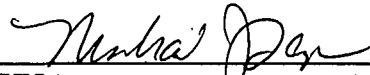
NOW, THEREFORE, in consideration of the Secured Party's receipt from the Debtor of payment in full of the Outstanding Indebtedness, the Secured Party hereby agrees as follows:

The Secured Party hereby releases, and terminates its security interest in, and all of its right, title and interest in and to the Collateral (as defined in the Security Agreement) including, without limitation: (A) all of the Equipment (as defined in the Security Agreement), including, without limitation, all of the railroad tank cars and covered hopper cars listed on Schedule 1 hereto, together with all accessories, equipment, parts and appurtenances appertaining or attached to such Equipment, whether now owned hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Equipment, together with all the rents, issues, income, profits and avails therefrom and the proceeds thereof; (B) all right, title and interest of the Debtor in and to each and every present and future Assigned Lease (as defined in the Security Agreement) or any one or more Items of the Equipment (as defined in the Security Agreement) and all other contracts for use of one or any more Items of the Equipment, including, without limitation, all extensions, renewals, supplements, and modifications of any of the foregoing; (C) all Assigned Lease Proceeds (as defined in the Security Agreement) including, but not limited to: (i) all rents, issues, income, profits, avails and other payments due and to become due under any Assigned Lease, whether as contractual obligations, damages or otherwise, in respect of, but only in respect of, the Equipment; (ii) all of the Debtor's claims, rights, powers or privileges and remedies under any Assigned Lease insofar as such rights relate to the Equipment and, to the extent permitted by the lessee under any Assigned Lease, the right to cure a default by Debtor under any Assigned Lease; (iii) the right to hold the signed copies of the Assigned Leases; and (iv) all of the Debtor's rights under any Assigned Lease to make determinations, to exercise any election, (including, but not limited to, election of remedies) or option or to give, grant or receive any notice, consent, waiver or approval, together with full power and authority with respect to any Assigned Lease to demand, receive, enforce, collect or receipt for any of the foregoing rights or any property which is the subject of any Assigned Lease, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action which may be necessary or advisable in connection with any of the foregoing insofar, but only insofar, as such rights relate to the Equipment, together with all extensions, renewals and replacements thereof, whether now owned or hereafter acquired and all income, profits and avails therefrom, all rights thereunder and all proceeds thereof (insofar as the same relate to or are

derived from the Equipment); and (D) the Cash Collateral Account (as defined in the Security Agreement).

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed this 11 day of July, 1995.

PITNEY BOWES CREDIT CORPORATION

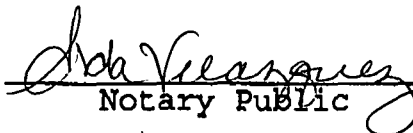
By:   
Name: MICHAEL J. LEYH  
Title: Vice President  
Credit/Operations

STATE OF Connecticut )

COUNTY OF Fairfield )

SS.:

On this 1<sup>th</sup> day of July, 1995, before me, personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, says that he resides at \_\_\_\_\_ and is \_\_\_\_\_ of PITNEY BOWES CREDIT CORPORATION; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

AIDA VELAZQUEZ  
NOTARY PUBLIC

MY COMMISSION EXPIRES OCT. 31, 1999

EXHIBIT A.  
*State of Delaware*

*Office of the Secretary of State*

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PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "EQUITABLE LOMAS LEASING CORPORATION", CHANGING ITS NAME FROM "EQUITABLE LOMAS LEASING CORPORATION" TO "ELLCO LEASING CORPORATION", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF NOVEMBER, A.D. 1989, AT 10 O'CLOCK A.M.



  
\_\_\_\_\_  
Edward J. Freel, Secretary of State

0585505 8100

950150991

AUTHENTICATION:

7564918

DATE:

07-06-95

EXHIBIT B

1578 4

DEC 28 1989 6 50 AM

INTERSTATE COMMERCE COMMISSION

**SALE AND ASSIGNMENT AGREEMENT**

This Sale and Assignment Agreement ("Agreement") is entered into by ELLCO Leasing Corporation (f/k/a/ Equitable Leasing Corporation) ("ELLCO") and Pitney Bowes Credit Corporation ("PBCC") with respect to that certain Promissory Note dated as of July 28, 1988, Term Loan Agreement and Security Agreement each dated as of July 27, 1988 by and between ACF Industries, Incorporated ("ACF") as borrower and ELLCO as lender, and all other other financing statements, documents or agreements relating thereto (collectively, "Loan Documents").

FOR VALUE RECEIVED, ELLCO hereby sells, assigns, transfers and sets over to PBCC, and PBCC for itself, its successors and assigns hereby accepts, without recourse, the Loan Documents, together with all of ELLCO's right, title and interest in the collateral property covered by and described in the Loan Documents, all insurance provided by third parties relating to such property, and all of ELLCO's rights and remedies under any of the Loan Documents with respect to the collateral property and guaranties or endorsements, including the right to collect any and all obligations due and to become due under the Loan Documents, and to take, in ELLCO'S or PBCC'S name, any and all proceedings ELLCO might otherwise take.

ELLCO warrants that: the Loan Documents, including without limitation the Promissory Note, Term Loan Agreement and Security Agreement are true, valid and genuine and represent existing valid and enforceable obligations in accordance with their terms; the present unpaid balance owing to ELLCO by ACF under the Loan Documents is \$ 9,041,199.00; all signatures, names, addresses, amounts and other statements and facts done by or made by ELLCO which are contained in the Loan Documents are true and correct; to the best of ELLCO's knowledge all signatures, names, addresses, amounts and other statements and facts done by or made by parties other than ELLCO which are contained in the Loan Documents are true and correct; the Loan Documents (including their form and substance and the computation of all charges) and the transaction underlying the obligation conforms to all applicable laws, rules, regulations, ordinances and orders; the equipment described in the Loan Documents has been delivered to ACF pursuant to the terms of the Loan Documents in satisfactory condition and has been accepted by ACF; the Loan Documents are not and will not at any time be subject to any defense, claim, counterclaim or set-off on account of any act or failure to act by ELLCO before the execution hereof and ELLCO has complied with all its obligations under the Loan Documents; the Loan Documents, as applicable, constitute a perfected first priority security interest or lien upon the property covered thereby, effective against all persons and any filing, recordation or other action or procedure permitted or required by law to perfect such security interest or lien has been accomplished; the Loan Documents, including any guaranty in connection therewith, are and will be legally enforceable



according to their terms by PBCC as the assignee thereof in the state(s) where ACF and the property are located; ELLCO has the right to sell and assign the Loan Documents and this sale and assignment conveys good title to the Loan Documents free and clear of all other liens and encumbrances whatsoever.

If PBCC reasonably determines that ELLCO has breached any of its warranties with respect to the Loan Documents, ELLCO will, upon PBCC's request, promptly repurchase the Loan Documents for an amount equal to the unpaid balance thereon, including accrued interest plus any expenses of collection, repossession, transportation and storage incurred by PBCC, including attorneys' fees and costs, which have not then been paid by or on behalf of ACF. Upon such payment by ELLCO, PBCC shall reassign the Loan Documents to ELLCO without recourse to or warranty by PBCC.

ELLCO agrees that PBCC may in ELLCO's name sign and endorse any remittances received pursuant to the Loan Documents. ELLCO waives notice of acceptance hereof and waives all set-offs and counterclaims against PBCC except as may be provided in any participation agreement that may subsequently be entered into between PBCC and ELLCO ("Participation Agreement"). Except as otherwise may be provided in a Participation Agreement, PBCC may at any time without the consent of ELLCO, without notice to ELLCO and without affecting or impairing the obligations of ELLCO hereunder, do any of the following:

- (a) Renew, extend, modify, release or discharge any obligation of ACF or any persons obligated on the Loan Documents;
- (b) Accept partial payments of Loan Document obligations;
- (c) Accept new or additional documents, instruments or agreements relating to or in substitution of the Loan Document obligations;
- (d) Settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate any of the Loan Document obligations and the collateral security therefore in any manner;
- (e) Consent to the transfer or return of collateral security and take and hold additional collateral security or guaranties for the Loan Document obligations;
- (f) Amend, exchange, release or waive any collateral security or guaranty; or
- (g) Bid and purchase at any sale of the Loan Documents or collateral security and apply any proceeds and collateral security and direct the order and manner of sale.

**ELLCO shall have no authority to, and will not, without**

**PBCC's prior written consent, accept collections, repossess or consent to the return of the collateral security described in the Loan Documents or modify the terms thereof. PBCC's knowledge at any time of any breach of or non-compliance with any of the foregoing shall not constitute any waiver by PBCC.**

**If any action is taken to enforce the terms of this Agreement, costs and expenses, including reasonable attorneys' fees, shall be awarded to the prevailing party. This agreement shall be interpreted and governed by the laws of California.**

**PBCC hereby represents and warrants that it is acquiring the Loan Documents for investment for its own account its successor or assigns, excepting only a participation by ELLCO, and not with a view to public distribution.**

Dated: Nov 12-26, 1989

**ELLCO LEASING CORPORATION**

By: Stephen W. Smith

Printed Name: Stephen W. Smith

Title: Vice President

**FITNEY DOWES CREDIT CORPORATION**

By: John H. J. J. J.

Printed Name: John H. J. J. J.

Title: General Counsel

FORM OF CORPORATE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

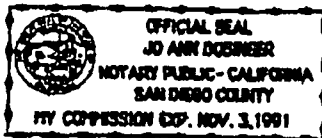
SS.:

COUNTY OF SAN DIEGO

On this 21<sup>st</sup> day of December, 1989, before me, personally appeared John K. Fitzpatrick to me personally known, who being by me duly sworn, says that he resides at 24871 El Cerrito Lane Mission Viejo CA 92691 and is Regional Vice President of Pitney Bowes Credit Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors as of December 26, 1989, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jo Ann Booniger  
Notary Public

(SEAL)



STATE OF CALIFORNIA

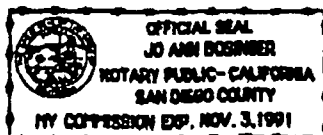
SS.:

COUNTY OF SAN DIEGO

On this 21<sup>st</sup> day of December, 1989, before me, personally appeared Stephen W. Smith to me personally known, who being by me duly sworn, says that he resides at 1227 Murietta Vista Way La Jolla CA 92037 and is Vice President of ELCO Leasing Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors as of December 26, 1989, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jo Ann Booniger  
Notary Public

(SEAL)



**Schedule 1**

05-Jul-95

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## SCHEDULE 1

LESSEE CODE	LESSEE	CONTRACT/ RIDER	CAR IDENT	AAR DESG	TOTAL CARS
	5AG PROCESSING, INC.	56650016	ACFX 72494	T105	
		56650018	ACFX 72498	T105	
		56650018	ACFX 72499	T105	
		58850016	ACFX 72500	T105	
		58850016	ACFX 72501	T105	
		56650018	ACFX 72502	T105	
		56650018	ACFX 72503	T105	
		56650018	ACFX 72504	T105	
		56650018	ACFX 72505	T105	
		58850018	ACFX 72331	T107	
	5AG PROCESSING, INC.				10
	10ALLIED-SIGNAL, INC.	62110165	ACFX 65229	C214	
		62110165	ACFX 65230	C214	
		62110165	ACFX 65231	C214	
		62110165	ACFX 65232	C214	
		62110165	ACFX 65233	C214	
		62110165	ACFX 65234	C214	
		62110165	ACFX 65235	C214	
		62110165	ACFX 65236	C214	
		62110165	ACFX 65237	C214	
		62110165	ACFX 65238	C214	
		62110165	ACFX 65240	C214	
		62110165	ACFX 65241	C214	
		62110165	ACFX 65242	C214	
		62110165	ACFX 65243	C214	
		62110165	ACFX 65244	C214	
		62110165	ACFX 65245	C214	
		62110165	ACFX 65246	C214	
		62110165	ACFX 65247	C214	
		62110165	ACFX 65250	C214	
		62110165	ACFX 65251	C214	
		62110165	ACFX 65252	C214	
		62110165	ACFX 65253	C214	
		62110165	ACFX 65254	C214	
		62110165	ACFX 65255	C214	
		62110165	ACFX 65258	C214	
		62110165	ACFX 65259	C214	
		62110165	ACFX 65261	C214	
		62110165	ACFX 65262	C214	
		62110165	ACFX 65263	C214	
		62110165	ACFX 65264	C214	
		62110165	ACFX 65265	C214	
		62110165	ACFX 65267	C214	
		62110165	ACFX 65268	C214	
		62110165	ACFX 65269	C214	
		62110165	ACFX 65270	C214	
		62110165	ACFX 65271	C214	
		62110165	ACFX 65272	C214	
		62110165	ACFX 65274	C214	
		62110165	ACFX 65275	C214	
		62110165	ACFX 65276	C214	
		62110165	ACFX 65277	C214	
		62110165	ACFX 65281	C214	
		62110165	ACFX 65284	C214	
		62110165	ACFX 65285	C214	
		62110165	ACFX 65286	C214	

05-Jul-95

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## SCHEDULE 1

LESSEE CODE LESSEE	CONTRACT/ RIDER	CAR IDENT	AAR DESG	TOTAL CARS
10ALLIED-SIGNAL, INC. 73ICI CANADA INC.	62110165	ACFX	65287	C214
	62110165	ACFX	65290	C214
	62110165	ACFX	65293	C214
	62110165	ACFX	65295	C214
	62110165	ACFX	65298	C214
73ICI CANADA INC.	52920010	ACFX	77347	T564
	52920010	ACFX	77348	T564
	52920010	ACFX	77349	T564
	52920010	ACFX	77350	T564
	52920010	ACFX	77351	T564
161E I DUPONT DE NEMOURS AND C	52920010	ACFX	77352	T564
	00020201	ACFX	72562	T104
	00020201	ACFX	72563	T104
	00020201	ACFX	72564	T104
	00020201	ACFX	72565	T104
161E I DUPONT DE NEMOURS AND C	00020201	ACFX	72566	T104
	00020201	ACFX	72567	T104
	00020201	ACFX	72568	T104
	00020201	ACFX	72568	T104
	00020201	ACFX	72568	T104
	00020201	ACFX	72568	T104
	00020201	ACFX	72568	T104
	00020201	ACFX	72568	T104
	00020201	ACFX	72568	T104
	00020201	ACFX	72568	T104
	00020201	ACFX	72568	T104
	00020201	ACFX	72568	T104
	00020201	ACFX	72568	T104
	00020201	ACFX	72568	T104
	00020201	ACFX	72568	T104
170EXXON CHEMICAL AMERICAS	00020201	ACFX	72567	T104
	67860049	ACFX	64823	C214
	67860049	ACFX	64824	C214
	67860049	ACFX	64834	C214
	67860049	ACFX	64836	C214
	67860049	ACFX	64838	C214
	67860049	ACFX	64847	C214
	67860049	ACFX	64853	C214
	67860049	ACFX	64856	C214
	67860049	ACFX	64858	C214
	67860049	ACFX	64860	C214
	67860049	ACFX	64863	C214
	67860049	ACFX	64869	C214
	67860049	ACFX	64878	C214
	67860049	ACFX	64878	C214
170EXXON CHEMICAL AMERICAS	67860049	ACFX	64889	C214
	67860049	ACFX	64891	C214
	67860049	ACFX	64898	C214
192FORMOSA PLASTICS CORPORATIO	5998	ACFX	64835	C214
192FORMOSA PLASTICS CORPORATIO	71730036	ACFX	64822	C214
193CELTRAN, INCORPORATED	71730036	ACFX	64830	C214
	71730036	ACFX	64862	C214
193CELTRAN, INCORPORATED	35250019	ACFX	64812	C214
225GEON COMPANY, THE	35250019	ACFX	64815	C214
	35250019	ACFX	64819	C214

05-Jul-95

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## SCHEDULE 1

LESSEE CODE	LESSEE	CONTRACT/ RIDER	CAR IDENT	AAR DESG	TOTAL CARS
		35250019	ACFX	64820	C214
		35250019	ACFX	64825	C214
		35250019	ACFX	64826	C214
		35250019	ACFX	64827	C214
		35250019	ACFX	64828	C214
		35250019	ACFX	64829	C214
		35250019	ACFX	64832	C214
		35250019	ACFX	64837	C214
		35250019	ACFX	64841	C214
		35250019	ACFX	64843	C214
		35250019	ACFX	64846	C214
		35250019	ACFX	64848	C214
		35250019	ACFX	64849	C214
		35250019	ACFX	64851	C214
		35250019	ACFX	64852	C214
		35250019	ACFX	64854	C214
		35250019	ACFX	64855	C214
		35250019	ACFX	64857	C214
		35250019	ACFX	64859	C214
		35250019	ACFX	64861	C214
		35250019	ACFX	64864	C214
		35250019	ACFX	64866	C214
		35250019	ACFX	64871	C214
		35250019	ACFX	64872	C214
		35250019	ACFX	64873	C214
		35250019	ACFX	64874	C214
		35250019	ACFX	64875	C214
		35250019	ACFX	64877	C214
		35250019	ACFX	64879	C214
		35250019	ACFX	64881	C214
		35250019	ACFX	64890	C214
		35250019	ACFX	64892	C214
		35250019	ACFX	64893	C214
		35250019	ACFX	64895	C214
225	GEON COMPANY, THE				37
334	MONTELL USA INC.	48740009	ACFX	64813	C214
334	MONTELL USA INC.				1
455	PHILLIPS PETROLEUM COMPANY	8011	ACFX	64817	C214
		8011	ACFX	64842	C214
		6011	ACFX	64845	C214
		6011	ACFX	64868	C214
		8011	ACFX	64870	C214
		8011	ACFX	64880	C214
		8011	ACFX	64888	C214
466	PHILLIPS PETROLEUM COMPANY				7
485	REXENE COMPANY	50570026	ACFX	64814	C214
		50570026	ACFX	64816	C214
		50570026	ACFX	64821	C214
		50570026	ACFX	64831	C214
		50570026	ACFX	64839	C214
		50570026	ACFX	64883	C214
		50570026	ACFX	64887	C214
		50570026	ACFX	64897	C214
485	REXENE COMPANY				8
538	METHANEX CORPORATION	4742	ACFX	72281	T108
538	METHANEX CORPORATION				1

05-Jul-96

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## SCHEDULE 1

LESSEE CODE LESSEE	CONTRACT/ RIDER	CAR IDENT	AAR DESG	TOTAL CARS
543CHEVRON U.S.A. PRODUCTS COM	4446	ACFX 41128	C214	
	4446	ACFX 41129	C214	
	4446	ACFX 41130	C214	
	4446	ACFX 41131	C214	
	4446	ACFX 41132	C214	
543CHEVRON U.S.A. PRODUCTS COM				5
588EASTMAN CHEMICAL COMPANY	4423	ACFX 86342	C214	
568EASTMAN CHEMICAL COMPANY				1
572ARISTECH CHEMICAL CORPORATI	27530110	ACFX 72451	T105	
	27530110	ACFX 72452	T105	
	27530110	ACFX 72453	T105	
	27530110	ACFX 72454	T105	
	27530110	ACFX 72455	T105	
	27530110	ACFX 72456	T105	
	27530110	ACFX 72457	T105	
	27530110	ACFX 72458	T105	
572ARISTECH CHEMICAL CORPORATI				8
801QUANTUM CHEMICAL CORPORATIO	4896	ACFX 72257	T108	
	4896	ACFX 72260	T108	
	4896	ACFX 72261	T108	
	4896	ACFX 72262	T108	
	4896	ACFX 72264	T108	
	4896	ACFX 72265	T108	
	4896	ACFX 72266	T108	
	4896	ACFX 72267	T108	
	4896	ACFX 72268	T108	
	4789	ACFX 72147	T108	
	4789	ACFX 72148	T108	
	4789	ACFX 72149	T108	
	4789	ACFX 72150	T108	
	4789	ACFX 72151	T108	
	4789	ACFX 72152	T108	
	4789	ACFX 72153	T108	
	4789	ACFX 72154	T108	
	4789	ACFX 72155	T108	
	4789	ACFX 72156	T108	
	4789	ACFX 72157	T108	
	4789	ACFX 72158	T108	
	4789	ACFX 72159	T108	
	4789	ACFX 72161	T108	
	4789	ACFX 72162	T108	
601QUANTUM CHEMICAL CORPORATIO				24
800IDLE CARS		ACFX 72160	T108	
		ACFX 72256	T108	
		ACFX 72576	T104	
	4482	ACFX 77358	T426	
	4482	ACFX 77359	T426	
	4482	ACFX 77360	T426	
800IDLE CARS				8
1047BUSH BOAKE ALLEN ,INC.	08010028	ACFX 72512	T105	
	08010028	ACFX 72513	T105	
1047BUSH BOAKE ALLEN ,INC.				2
1211EPSILON PRODUCTS COMPANY	5876	ACFX 64811	C214	
	5876	ACFX 64818	C214	
	5876	ACFX 64833	C214	
	5876	ACFX 64840	C214	



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LESSEE. CODE	LESSEE	CONTRACT/ RIDER	CAR IDENT	AAR DESG	TOTAL CARS
		5876	ACFX	64844	C214
		5876	ACFX	64850	C214
		5876	ACFX	64865	C214
		5876	ACFX	64867	C214
		5876	ACFX	64884	C214
		5876	ACFX	64894	C214
1211	EPSILON PRODUCTS COMPANY				10
1237	ALBERMARLE CORP	6399	ACFX	77357	T426
1237	ALBERMARLE CORP				1
1241	EAGLEBROOK, INC.	6221	ACFX	72334	T055
		6221	ACFX	72335	T055
		6221	ACFX	72336	T055
		6221	ACFX	72337	T055
		6221	ACFX	72338	T055
		6221	ACFX	72339	T055
		6221	ACFX	72340	T055
		6221	ACFX	72341	T055
		6221	ACFX	72342	T055
		6221	ACFX	72343	T055
		6221	ACFX	72344	T055
		6221	ACFX	72345	T055
		6221	ACFX	72346	T055
		6221	ACFX	72347	T055
		6221	ACFX	72348	T055
		6221	ACFX	72349	T055
		6221	ACFX	72350	T055
		6221	ACFX	72351	T055
		6221	ACFX	72352	T055
		6221	ACFX	72353	T055
1241	EAGLEBROOK, INC.				20
1388	HUNTSMAN POLYPROPYLENE CORP	6345	ACFX	65339	C214
		6345	ACFX	65340	C214
		6345	ACFX	65341	C214
		6345	ACFX	65343	C214
		6345	ACFX	65344	C214
		6345	ACFX	65345	C214
		6345	ACFX	65346	C214
		6345	ACFX	65347	C214
		6345	ACFX	65348	C214
		6345	ACFX	65349	C214
		6345	ACFX	65350	C214
1388	HUNTSMAN POLYPROPYLENE CORP				11
1484	NAN YA PLASTICS CORP. AMERI	6129	ACFX	64896	C214
1484	NAN YA PLASTICS CORP. AMERI				1
	TOTAL				245